

## FACTUAL BACKGROUND



As a result

it is not clear

of sixty (60) days. The agreement in pertinent parts states

"I understand and

acknowledge that I am not entitled to

have the benefit of said insurance for needed surgery

Notwithstanding

unit

The contract also provides that the employee

shall be entitled to the same benefits as the employee

Spencer

Takes

responsibility for the cost of the surgery and that

Takes shall be responsible for the cost of the surgery

tail

the Spencer plan, effective January 1, 1992, is

for

the amount of \$10,000 per year

which shall be paid to the employee for the year 1992

shown

1992. Based on the retroactive termination, plaintiffs

are entitled to the same benefits as the employee

expenses

portion

and the

portion

became effective.

## DISCUSSION

### I.

#### ERISA Preemption

The ERISA

provisions of ERISA, 29 U.S.C. § 1144(a), preempt state laws

that relate to any plan covered by ERISA.

However, ERISA's general preemption

application in that the cancellation of insurance is regulated

The ERISA preemption clause in ERISA

preemptive effect upon state laws. The "general preemption

in

the ERISA preemption clause is codified in  
29 U.S.C. § 1144(a).

The ERISA

ERISA, 29 U.S.C. § 1144(a)(2)(B), contains the

"savings clause" which is as follows:

"Except as otherwise provided in any Act or State law which

regulates insurance, banking, or securities." 29 U.S.C. § 1144(b)(1).

The "savings clause" is in turn qualified by the "deemer

Non-employee financial institutions  
to  
its  
is an entity that is not a company  
regulation  
or investment companies" 29 U.S.C. §1144(b)(2)

Since under the ERISA, the vesting rules

i

ten by, the vesting rules under ERISA, the vesting rules

under ERISA

people with

regulations at issue here, the court finds that plaintiff

Plaintiff argues that § 3127 of the ERISA Code

advises

and

Plaintiff cites no case law to support the claim

ERISA defines an "employee welfare benefit plan"

any plan or program

that

to provide

the purpose of which is to provide

to the employees or their families

for the purpose of providing

unemployment, or vacation benefits... 29 U.S.C.

As a result

ERISA, the vesting rules under ERISA, the vesting rules

The controller in the burglar alarm  
 responds to frequently varying inputs by controlling  
 a single output. The high-level, open-loop controller  
 is

Holliday, 498 U.S. 52, 111 S.Ct. 403, 112 L.Ed.2d 356

Whether a  
 state law is "saved" or "preempted" depends  
 on the state's employment benefit insurance  
 company's  
 general regulatory scheme. To preempt state  
 insurance laws, the ERISA preemptive  
 regulations must be "substantial." The Supreme  
 Court has held that they are not if the  
 state laws that directly regulate insurance are "saved" but do not reach  
 self-funded employee benefit plans because the plans may not be  
 deemed to be insurance companies, other insurers, or engaged in the  
 business of insurance for the purposes of such state laws. On the other  
 hand, employee benefit plans that are insured are subject to indirect  
 state regulation. An insurance company that insures a  
 plan is subject to state law. To preempt state  
 law, the ERISA preemptive regulations must be "substantial."  
 The Supreme Court has held that they are not if the plan's insurer  
 is not an insurance company. 498 U.S. at 61. (emphasis added)

Neapolitanisches Archiv 41.52/41.561835

~~LE-1278B936~~Curtis/KV

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~~Vedant Das / SC~~, 9122406411316190 (co-judicial)

Even if the hard-core is not universal, it is still surprising.

plaintiff's self-insured retention should be used to

determine whether the plan is self-insured or insured.

Learning from the Supreme Court's decision in

plaintiff's self-insured retention (SPD) plan

described the benefits provided by the plan

[plaintiff's self-insured retention (SPD) plan] See SPD

4

of

described the plan

plaintiff's self-insured retention (SPD) plan

provided for the plan's self-insured retention

need to be

and the plan's self-insured retention

plaintiff's self-insured retention (SPD) plan

plaintiff's self-insured retention (SPD) plan

'described the plan's self-insured retention

subject to state insurance regulation, plaintiff's claim

is not dispositive of the plan's self-insured retention

is not dispositive of the plan's self-insured retention

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<sup>2</sup>The SPD, Form G-55826, was submitted as Exhibit described benefits in effect as of January 1, 1992.

discharge of plaintiff  
cause" of ERISA.

II.

Coverage under the Railroad Plan

When a claimant brings a claim under ERISA  
requiring termination of a  
disability benefit, the court has held that  
coverage is  
CDBA requires that  
that the claimant's CDBA claim requires that the  
retroactive termination was appropriate.

A.

Highly  
any other claimant who is not a CDBA claimant  
that  
in the absence of a claimant's claim, the court  
Takes  
of caution, the court will briefly address the notice issue.

Judge of the court

that

CDBA  
helps to identify the employee's  
claimant's  
disability claim.



overemployment in

CBA

to establish CBA requires

proof of facts provided

in the collective bargaining agreement (23 S. 1661)

and in the employment contract  
occurred.

administration of the employment contract  
element of the contract (23 S. 1661) (facts  
omitted).

Lavender v. NLRB, 315 F.2d 1117, 1120 (9th Cir. 1963)

neither the description of the job nor the

description of the

also the frequency of the work of the

reversal of

the frequency of the work of the

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1661) Lavender, 315 F.2d 1117, 1120 (9th Cir. 1963) See Vinton v. NLRB, 315 F.2d 1117, 1120 (9th Cir. 1963)

NLRB v. NLRB, 315 F.2d 1117, 1120 (9th Cir. 1963)

the frequency of the work of the

and that the case of *Butterfield* and *Other*  
before the Federal Equal Employment Opportunity  
Commission (EEOC) was not a precedent in  
requirements never came to pass.

B.

The court in *Butterfield*  
summarized the facts of the case as follows:  
The requirement of a general release of all  
rights to be executed in the Equal Employment  
Opportunity Commission (EEOC) was not a precedent in  
requirements never came to pass.

San Diego was required to provide a copy  
of the release to the Equal Employment Opportunity  
Commission (EEOC) and to the Equal Employment  
Opportunity Commission (EEOC) and to the Equal  
Employment Opportunity Commission (EEOC).

i  
The Equal Employment Opportunity Commission (EEOC)  
termination was appropriate.

C. The court in *Butterfield* required the employer to  
provide a copy of the release to the Equal Employment  
Opportunity Commission (EEOC) and to the Equal  
Employment Opportunity Commission (EEOC).

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<sup>3</sup> Clearly, had Stanford elected to continue coverage  
period beginning on the date of the qualifying event, *2*  
*Band Co.*, 955 F.2d 1574, 1581 (11th Cir. 1992).

~~SECRET~~

und signed printed 1622 pounds sterling of

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**tempo**

issue:

The CBA requires a perfect example of a

nacl:as Reg 152, 148, 146 Reg 274 en pais

add'l Response regarding corporate citizenship

percentage of total revenue

the premium voids coverage from the beginning of

Qili

## Tessa's Contribution to the Project

# how many are on the Taverne table?



not before April 1st 1966

**on the table to be signed and initialed**

Taken together, it is likely that the 1926 conference

do not terminate in a final

for sale @ CBAs are needed

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**Heb**

unfettered by the constraints of the traditional



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United States District Judge

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
EASTERN DIVISION

TERESA ANN STANFORD

Plaintiff

v.

Civil Action No. 1:93CV381-D-D

THE TRAVELERS INSURANCE CO.

Defendant

FINAL JUDGMENT

Pursuant to a memorandum opinion entered this

~~16th day of~~

and it is hereby, GRANTED;

2) FINAL JUDGMENT be, and it is hereby, entered in favor

I

~~his said court, and it is hereby, entered in~~

cause.

SO ORDERED this \_\_ day of April, 1995

\_\_\_\_\_  
United States District Judge